

Hospital & Other Indemnity

The following standard is provided to assist the insurer in submitting a filing. This is a brief synopsis and not intended to be all-inclusive or contain all requirements or exceptions. All references should be reviewed for compliance. References beginning with “31A” refer to Utah Code and those beginning with “R590” refer to department rules under Utah Admin Code. As required by § 31A-21-201(2), the insurer is responsible for assuring that all filings submitted are in compliance. Filings found to be out of compliance may be referred to our Market Conduct Division for review and possible action.

Filing

Subject	I	G	Citation	Description
Combination	X	X	R590-220-12	A filing that incorporates Accident & Health insurance and other insurance must be filed under all applicable instances and reference each SERFF tracking number in the Filing Description.
Confidentiality / Classification of Documents	X	X	63G-2-309 R590-220-16	An issuer may consider some of the information filed to be privileged, proprietary, or confidential. For consideration, a request must be submitted that complies with Section 63G-2-305.
Content Standards	X	X	R590-220-5(1)	Accident & Health insurance that incorporates multiple products must comply with the applicable content standard for each Type of Insurance (TOI).
Filing Submission	X	X	31A-21-201 R590-220	A licensee and filer are responsible for assuring that a filing, defined in R590-220-4(10), is in compliance with Utah laws and rules. Non-compliant filings will be rejected and not considered filed with the department.
Form Number	X	X	R590-220-7(1)(b)	Each form must be clearly identified by a unique form number, and the form number cannot be variable.
Multi-Line	X	X	R590-220-6(2) & (3) R590-220-7(3)	Utah does NOT allow multi-line submissions. All filings must be submitted by Market Type (group or individual) and Type of Insurance (TOI).
Policy & Related Forms	X	X	31A-1-301(71) & (142) R590-220-7(3)	The policy is the enforceable contract. A policy consists of ALL related forms.
Variability	X	X	R590-220-6(4)(f) R590-220-7(1)	All variable data must be bracketed and explained, either by imbedding in the form, or by a separate form identified by its own unique form number AND edition date. Changes to variable data must be filed prior to use. Blank spaces must be completed in John Doe format.

General

Subject	I	G	Citation	Description
Age	X	X	31A-22-613 R590-126-6(8)	If age is used as a determining factor affecting premium or coverage it must be disclosed.
Appeal / Grievance Process	X	X	31A-22-629 R590-192-8 R590-203	Utah adopted the federal claims regulations for adverse benefit determination, grievance and independent review processes.
Application	X	X	31A-21-201(3)(a)(iv) R590-126-6(1) R590-220-7(2)	Health questions must be reasonable and required disclosures included. All policy and certificate filings must include the application or include an informational copy and reference the SERFF tracking number.
Arbitration	X	X	R590-122	If included, a permissible arbitration provision must be properly disclosed in the policy, certificate, application, and enrollment forms. It may not deprive Utah courts of jurisdiction. Permissible: -Optional binding arbitration at the exclusive election of an insured party. -Both compulsory and optional binding arbitration at the election of either the insured or the insurer. NOT permissible: -Compulsory non-binding arbitration
Beneficiary / Estate	X	X	31A-22-614(4) R590-192-12(12)	Following an insured's death, all unpaid benefits are to be issued to the beneficiary or estate without a dollar limit to be considered good faith.
Cancellation, Renewability, and Termination	X	X	R590-126-5(3)	Each policy must include a renewal or non-renewal provision. Such provision must be appropriately captioned, and must appear on the first page of the policy.
Certificate		X	31A-21-311	The certificate must contain a summary of all the benefits, exclusions and limitations, and any rights of conversion.
Claim Settlement	X	X	31A-26-301 & 301.6 R590-192	Provide fair and rapid settlement of claims and protection of claimants from unfair claims settlement practices. Interest must be paid when claim is not paid timely.
Company Name & State of Domicile	X	X	31A-21-201, 301 & 311	The exact name of the insurer and its state of domicile must appear conspicuously on all forms that constitute a policy. Variability is not permitted.
Definitions	X	X	31A-1-301 R590-126-3	Forms must comply with these definitions and any others, as applicable.

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Electronic Notices	X	X	31A-21-316	Electronic notifications must provide consumer awareness, consent, and be filed with the Department.
Endorsement or Rider	X	X	31A-21-106(2) R590-126-6(3) & (4)	An in-force contract may not be modified unless it is in writing and requires a signed acceptance by the policyholder. If additional premiums are charged, the premium must be disclosed in the policy or certificate.
Examination Period	X		31A-22-606	Required notice advising the timeframe and right to return a policy for any reason.
Felony, Riot, Insurrection or Illegal Activities	X	X	31A-21-201(3) R590-126-4(4)	Losses must be directly resulting from an insured's voluntary participation.
Grace Period	X	X	31A-22-607	Policies must provide a grace period. Group policies must provide a 30 day grace period and cannot be terminated prior to the end of the grace period.
Incontestability	X	X	31A-22-609	Only a fraudulent misstatement regarding insurability is a basis for avoidance after coverage has been in effect for two years.
Incorporation by Reference	X	X	31A-21-106 Bulletin 94-1	A form may not incorporate any provision not fully disclosed, unless citing a federal or state law, rule, or public directive.
Jurisdiction	X	X	31A-21-314	Policy cannot contain any provision requiring it to be construed according to the laws of another jurisdiction, or deny Utah courts jurisdiction.
Limitation of Actions	X	X	31A-21-313	No action may be brought against an insurer until the earlier of: 60 days after proof of loss, waiver by the insurer of proof of loss, or the insurer's denial of payment, and must commence within three years after the inception of the loss.
Limitations or Exclusions	X	X	31A-21-201(3) R590-126-4	Forms must not limit or exclude coverage or benefits except as those outlined or approved by the commissioner.
Nondiscrimination Among Health Care Professionals	X	X	31A-22-618 R590-126-3	No insurer may unfairly discriminate against any licensed class of health care provider when the treatment is within the scope of the provider's license.
Notice and Proof of Loss	X	X	31A-21-312 Bulletin 87-6	Proof of loss provision must allow the insured or claimant to file the notice and/or proof of loss as soon as reasonably possible.
Notice of Termination		X	31A-22-716	Every policy must include a provision that obligates the policyholder to give 30 days prior written notice to each member.
Outline of Coverage	X		R590-126-8(4), (12) through (16)	Must contain the required content and format as outlined.
Overpayment / Payment Recovery	X	X	31A-26-301.6(14) 31A-21-108 R590-131-8(6)	Recovery of an amount improperly paid must be in accordance with the timeframes outlined in statute.
Physical Exam	X	X	31A-21-201	If an insurer requires a physical exam, the insurer must pay for such exam.
Preauthorization	X	X	31A-22-639 31A-22-650	If preauthorization is required, it must be disclosed and meet the requirements.
Preferred Provider Provisions	X	X	31A-45-303 31A-45-501(4)	An issuer using preferred health care provider contracts is subject to the reimbursement requirements which includes reimbursing a non-contracting provider or the enrollee a like dollar amount.
Premium Change	X	X	31A-21-106(2)(b) 31A-21-302 R590-126-5(14)	A change in premium is only allowable at renewal and in specific circumstances.
Reinstatement	X		31A-22-608	Must disclose the required reinstatement provision when applicable.
Return of Premium	X	X	31A-21-302 31A-21-315	Any excess premium must be returned without being requested.
Usual & Customary	X	X	31A-21-201(3)(a) R590-126-3(48) R590-126-6(5)	The use of "usual & customary" or a similar term must be defined.

Dependent

Subject	I	G	Citation	Description
Administrative or Court Ordered Coverage	X	X	31A-22-610.5	Coverage must be provided without regard to open enrollment, dependency, residency or service area. Unless otherwise specified in a court order, coverage must remain in force as it would for any other dependent.

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Coverage from the Moment of Birth or Date of Placement	X	X	31A-22-610	<p>If a policy provides coverage for any member of a policy or certificate holder's family, the policy must provide coverage for:</p> <ol style="list-style-type: none"> 1. A newborn child from the moment of birth; and 2. An adopted child, from the moment of birth if placement for adoption occurs within 30 days of the child's birth, or from the date of placement if placement for adoption occurs 30 days or more after the child's birth. <p>Placement for adoption cannot be defined more restrictively than the assumption and retention by reason of a legal obligation.</p> <p>Notification, enrollment, and additional premium, if required, must be completed within 30 days.</p>
Dependent Eligibility	X	X	31A-22-610.5	<p>If dependents are covered, the following apply:</p> <ul style="list-style-type: none"> - dependents must be covered up to age 26 - all dependents must be treated equally (step, court or administrative ordered, etc) - cannot require financial dependency - cannot require residency status - cannot require student status - coverage must continue in force through the last day of the month
Disabled Dependents	X	X	31A-22-611	A policy that provides dependent coverage must comply with terminology and eligibility of an impaired dependent.
Enrollment when Additional Premium not Required	X	X	31A-22-610(2)(e)	If additional premium is not required for a new dependent, the insured has 30 days from the denial of claim to enroll the child.
Spouse Rights	X	X	31A-22-612 R590-126-5(2)	A policy that provides spouse coverage must comply with all applicable provisions.
Specific				
Subject	I	G	Citation	Description
Adoption Indemnity Benefit / Infertility Treatment	X	X	31A-22-610.1	Coverage for maternity benefits must include an adoption indemnity benefit. This benefit may be used for the purpose of obtaining infertility treatment.
Benefit Standards	X	X	R590-126-7(4) 45 CFR 146.145(b)	All forms must comply with the minimum required standards. Group benefits must pay a fixed dollar amount per day (or other period). Any reference to a percentage or expense is not allowed.
Coordination of Benefits	X	X	31A-22-619 R590-131	Coordination of benefits is not allowed as this product does not meet the definition of a plan.
Government Confinement	X		R590-126-4(3)	Policies may not contain an exclusion because of confinement in a hospital operated by the federal government.
Mastectomy Coverage	X	X	31A-22-630 31A-22-719	Mastectomy coverage must include coverage for reconstruction, prostheses, etc.
Maternity Minimum Stay	X	X	31A-22-610.2 31A-22-613(4)	Maternity coverage may not be limited to less than 48/96 hours for both mother & newborn, nor require a preauthorization.
Medicare Disclaimer	X		R590-126-8(14)	For persons eligible for Medicare, the Outline of Coverage must contain a notice that the policy is not a Medicare Supplement policy.
Mini-COBRA		X	31A-22-722	Required offering of an extension of benefits.
Notice to Buyer	X		R590-126-6(13)	Required disclosure.
Post Hospital Admission	X		R590-126-5(7)	A policy providing convalescent / extended care benefits CANNOT condition the benefits for admission less than 14 days after discharge from the hospital.
Preexisting Conditions	X	X	31A-22-605.1 R590-126-3(38) R590-126-4(2) R590-126-6(6)	A preexisting condition cannot be defined more restrictively than outlined in statute. Preexisting limitations must appear as a separate paragraph.
Pregnancy Benefit Extension	X		R590-126-5(6)	Benefits for pregnancy must be extended beyond the termination date.
Probationary Period	X		R590-126-4(1)	Policies cannot contain probationary or waiting periods unless excluded as a preexisting condition.
Reasonable Time Limits	X	X	31A-21-201(3)(a)(i)	Benefit time limits that exceed 30 days for a specific condition are considered unfair and not in the public interest.
Transplant Donor	X		R590-126-5(8)	Transplant benefits must provide coverage for the live donor's eligible expenses.
Rating				
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Requirements	X		R590-85	All rate filings must contain: -Type of renewability -Utah and nationwide experience -Current rates and proposed rates -Prior rate-related SERFF tracking numbers -Average annual premium per policy -Other information as outlined in statute
Reporting				
Subject	I	G	Citation	Description
Discontinuance	X	X	31A-22-607(3)	Notice of non-renewal is required no sooner than 90 days of renewal. When discontinuing or non-renewing a plan the issuer must include the number of policyholders, covered lives affected, and identify plan(s) currently marketed as the most similar replacement.
Plan of Orderly Withdrawal	X	X	31A-4-115	Prior to withdrawing from offering a line of insurance, a carrier must submit: -a request in writing for approval by the commissioner, -a notification of intent to appropriate divisions, and -a copy of the above information via SERFF.
Withdrawal of Previous Filing(s)	X	X	R590-220-5(8)	Notification to the department when no longer offering a form, rate, or supplementary information.